INFORMATION TO OFFERORS OR QUOTERS 1. SOLICITATION NO. SECTION A - COVER SHEET

N00178-03-R-2030

2. (X one) A. SEALED BID X B. NEGOTIATED (RFP) C. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.

SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."

WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.

IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.

REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including zip code) NAVAL SURFACE WARFARE CENTER, DAHLGREN

ATTN: XDS12 (BLD 183 RM 104)

(XDS12@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD **DAHLGREN VA 22448-5100**

4. ITEMS TO BE PURCHASED (Brief description)

VISTA Simulation Support

5. PROCUREMENT INFORMATION (X and complete as applicable)

A. THIS PROCUREMENT IS UNRESTRICTED

B. THIS PROCUREMENT IS A % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents for details) (3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS

(1) SMALL BUSINESS (2) LABOR SURPLUS AREA CONCERNS

6. ADDITIONAL INFORMATION

LIMITED TO: Canadian Commercial Corporation on behalf of:

Lockheed Martin Canada 3001 Solandt Road

Kanata, Ontario, Canada K2K 2M8

7. POINT OF CONTACT FOR INFORMATION

C. TELEPHONE NUMBER (Including Area Code and Extension)

A. NAME (Last, First, Middle Initial)

XDS12

540-653-7942

B. ADDRESS (Include Zip Code)

NAVAL SURFACE WARFARE CENTER, DAHLGREN

ATTN: XDS12 (BLD 183 RM 104) (XD\$12@N\$WC.NAVY.MIL)

17320 DAHLGREN ROAD **DAHLGREN VA 22448-5100**

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SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT http://www.ccr2000.com/

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. http://vendorpay.dfas.mii/newuser

SECTION B Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001

VISTA Computer Simulations

CPFF - The contractor shall develop Visual Interactive Simulation Training Application (VISTA) equipment simulations for the Center for Surface Combat Systems (CSCS)/AEGIS Training and Readiness Center (ATRC) Dahlgren, VA in accordance with Section C as specified in individual delivery orders.

ESTIMATED COST

FIXED FEE

TOTAL ESTIMATED COST + FIXED FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE TOTAL AMOUNT 0002 Lot

Data

CPFF - Data in accordance with attached Contract Data Requirements List, DD Form 1423, in support of CLIN 0001

Not Separately Priced

CLAUSES INCORPORATED BY FULL TEXT

MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$100,000 worth of orders; the maximum quantity is the final negotiated ceiling for the contract. The maximum quantity is not to be exceeded.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that

taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 SCOPE

C.1.1 Introduction

This Statement of Work (SOW) defines the work to be performed by the Contractor for the Customer, Center for Surface Combat Systems (CSCS)/AEGIS Training and Readiness Center (ATRC). This work includes the development and/or maintenance/upgrade of computer based equipment simulations to be used in the technical training for repair and maintenance of various equipments. The computer-based simulations shall be designed with fault scenarios representative of those experienced on the actual equipment so that troubleshooting, isolation, removal and replacement of faulty components can be practiced by the technicians under instruction.

C.1. 1. 1 Equipment Simulation Definition

Equipment simulation is defined as a visual and aural characterization of a device/ equipment/ subsystem/ system presented on a computer-driven CRT so that the external behaviors or actions/reactions attributes are representative of the behaviors of the actual device/ equipment/ subsystem/ system. An equipment simulation differs from an emulation of the device/ equipment/ subsystem/ system in that:

- a. a one to one correspondence in scale between the action/ reaction attributes of the simulation and the physical device does not necessarily exist;
- b. the simulation accounts for surface relationships only. It does not normally attempt to embed the characteristics of fundamental elements such as voltages and currents for mechanical, electrical, electro-mechanical and electronic components in order to construct the simulation.

C.1.1.2 Simulation Components

Each Equipment Simulation shall include the following major components:

- a. VISTA Equipment Simulation (application) for equipment/systems as specified by Delivery Orders (Dos);
- b. In-Control Learning Management System (LMS) (application);
- c. Equipment Simulation Tutorial Lesson (for Instructors and Students) (application).

C.1.2 Objectives

These simulations shall incorporate all aspects of the Technical Data Package (TDP) as defined in CDRL A001 developed during the Simulation Analysis and Design Phase and shall be developed in accordance with the Requirements Specification defined in CDRL A002. Additionally, they shall achieve the specific detailed requirements for successful progression to the Simulation Production Phase, and meet the requirements of the Simulation Design Specification developed in accordance with CDRL A003. The simulations shall be delivered in accordance with the VISTA Project Management Plan (PMP) defined in

CDRL A004, which incorporates Program Master Schedules. This plan shall be developed by the Contractor and approved by the CSCS/ATRC.

C.2.0 SIMULATION ENGNEERING

C.2.1 Engineering Design Requirements

The equipment simulations shall meet the following requirements:

- a. Designed, produced, tested and installed using best commercial standard practices and ISO 9001 Policies and Procedures.
- b. Designed to support instructor-led training of technicians by simulating the equipment/system functionality to conduct organizational level troubleshooting and repair of the equipment hardware and software. The equipment functionality shall be as specified in the TDP (Paragraph 3.1.3 of this SOW).
- c. Designed to simulate faults/ failures as specified in the TDP (Paragraph 3.1.3 of this SOW).
- d. Execute within the training delivery environment of the customer current at the time of the individual delivery order award.
- e. Use commercially available applications during the development that would not preclude the Customer from assuming the Life Cycle Support software maintenance function.
- f. Provide a Graphical User Interface (GUI) similar to that used in Windows.
- g. Support integration with the In-Control Learning Management System (LMS) to provide the following functionality:
 - 1. Registering instructors;
 - 2. Enrolling students;
 - 3. Registering students by class;
 - 4. Providing instructor- and student-station security and access control (service number and password);
 - 5. Creating courses;
 - 6. Creating lessons libraries;
 - 7. Designating each lesson as either a test or a practice session;
 - 8. Creating module/s that are made up of lessons;
 - 9. Creating classes and assigning modules;
 - 10. Monitoring students' status and performance;
 - 11. Monitoring/printing students' completed checkpoints;
 - 12. Displaying/printing students' interaction with the equipment simulation;
 - 13. Displaying/printing students' permanent records to contain as a minimum:
 - a. Student name and identification;
 - b. Lesson identification number;

- c. Assigned station;
- d. Start time of the lesson;
- e. Stop time of the lesson;
- f. Steps performed in the equipment simulation;
- g. Identification of committed safety violations; and
- h. List of completed, time stamped, checkpoints;
- 14. Saving dump files in electronic format;
- 15. Saving students' permanent records in electronic format;
- 16. Saving instructor call functions to indicate the student(s) has (have) paged the instructor.
- h. Provide embedded simulation "Help" features accessible via a "Help" menu to be available at all times during the execution of a simulation.
- i. Provide an equipment "Help" function that is context sensitive to the equipment. Equipment "Help" shall be available during practice sessions and disabled during test sessions.
- j. Generate written text or graphics overlaid on a student's current screen, such as the following feedback messages:
- k. Caution, Warning, and Safety Violation Messages to indicate to the student when dangerous areas are being entered or when incorrect procedures are performed. Caution and Warning messages shall require student acknowledgment. Safety Violation Messages shall require instructor acknowledgment.
 - Function Non-available Messages If a student attempts to activate a feature that is not included in the equipment simulation, an automatic feedback message shall be generated to inform the student of the non-availability of that function. This feedback message shall disappear from the screen after student acknowledgment
- 1. Incorporate the Contractor's Equipment Simulation Configuration Management application to maintain version control.

C.3.0 SIMULATION DEVELOPMENT

The Contractor will develop simulations as follows:

C.3.1 Simulation Analysis and Design Phase

The contractor shall complete an analysis and design before beginning the software programming development. The purpose of the Simulation Analysis and Design Phase is to gather all the required equipment functionality data needed to produce the simulations. The Contractor shall perform the following activities during the Simulation Analysis and Design Phase.

C.3.1.1 Data Collection

The Contractor shall identify all equipment functionality required to support simulation development. During this period the Contractor shall take photographs of all equipment views, and shoot video footage of user interactions with the system in non-faulted and faulted states. Interrelationships of the various components shall be determined and video taped.

The Customer will provide help text, safety violation messages and checkpoint tags associated with each simulation. The information collected shall be included in the TDP (Paragraph C.3.1.3 of this SOW).

C.3.1.2 Data Analysis

The Contractor shall perform data analysis to identify the behavior interrelationships among the various components and to determine missing elements.

Customer designated Technical Advisors (TAs)/ Subject Matter Experts (SMEs) will provide help text, safety violation messages and checkpoint tags associated with the simulations. The information collected during the Data Analysis shall be included in the TDP.

C.3.1.3 Technical Data Package (TDP)

The Technical Data Package (CDRL A001) consists of all data collected during the Simulation Analysis and Design Phase. It is comprised mainly of the photographs and video taped data along with amplifying information that collectively constitute the low level requirements upon which the simulation is designed and developed. The TDP shall be comprised of, but not be limited to, the following:

- a. List of equipment and components to be simulated;
- b. Inter-Connect interface diagrams;
- c. Still photos of required views;
- d. Video recordings of Operational Maintenance Tasks;
- e. Video recordings of Organizational Level Corrective Maintenance Tasks;
- f. Video recordings of user interactions with equipment:
- g. List of selected faults and affected components;
- h. Safety violations messages;
- i. Help text;
- j. Audio recordings of equipment noises during start up, operation, and shut off; Checkpoints tags,
- k. Technical Documentation, and
- 1. Data Clarification Requests (DCRs).

C.3.1.4 Requirements Specification

The Contractor shall develop and deliver the Requirements Specification in accordance with CDRL A002. This documentation shall incorporate all pertinent aspects of the TDP.

C.3.1.5 Simulation Design Specification

The contractor shall develop and deliver a Simulation Design Specification in accordance with CDRL A003. The Design Document shall contain the analysis and design details for the VISTA Application by incorporating specific detailed data with respect to the VISTA production environment, specific simulated equipment functionality, simulated inter-equipment functionality and interactions, media specification and graphics identification, fault parameters identification and other high-level design concepts and methodologies required for progression to the production phase.

C. 3.2 Simulation Production Phase

The Simulation Production Phase shall consist of producing all graphical elements identified in the Simulation Design Specification and converting the functionality identified into executable code. The equipment simulation technical approach shall utilize a flexible product-development process to allow designers to continue to define and shape an equipment simulation after implementation. The Contractor shall perform the following tasks during the Simulation Production Phase:

- a. Multimedia Elements Production Graphics elements identified in the Simulation Design Specification shall be produced using Commercial Off The Shelf (COTS) Graphics applications. Graphics shall be produced in 16-bit true color mode. Audio files shall be exported as a WAV extension and shall be compatible to SB 16-bit sound card.
- b. VISTA Application Production A top down approach shall be used to develop the VISTA applications. Object oriented programming shall be used whenever possible to ensure a consistent and life cycle supportable development.
- c. Support Functions Integration Support functions including Simulation Help, Equipment Help, and User Feedback.

C.3.2.1 Simulation User Manual

The Contractor shall develop and deliver a Simulation User Manual in accordance with CDRL A005 to enable the end user to effectively interface with the simulation. The Simulation User Manual shall be developed using best commercial standard practices and shall contain, at a minimum, the following information:

- a. Operational Instructions and GUI Conventions;
- b. Procedures on how to set up and initiate simulation demonstrations and student sessions;
- c. Procedures on how to interface with the support functions; and
- d. Procedures on how to access and use all equipment simulation Management functions.

The Simulation User Manual shall be released prior to the installation of the simulation, (Paragraph C.3.3.7 of this SOW).

C. 3.2.2 Simulation Introduction Lesson

The Contractor shall develop a Simulation Introduction Lesson in accordance with CDRL A006 for each VISTA application. The Simulation Introduction Lesson shall be selectable by the student from the In-Control Learning Management System. The Simulation Introduction Lesson shall instruct the trainee on the operational conventions used to interface with the simulation.

C.3.3 Simulation Demonstration, Test, Audit and Installation

The following paragraphs identify the demonstrations, tests, and audits that shall be conducted to support the verification of the simulation.

C.3.3.1 Customer Demonstration

The Contractor shall conduct a demonstration for the Customer's technical representative at the Contractor's facility. This demonstration shall provide evidence that the core of the simulation engine supports the operational maintenance requirements specified in the Requirements Specification (CDRL A002) and meets the functional behavior defined in the TDP (CDRL A001). A minimum of fifteen- (15) working days notice shall be given prior to the conduct of the Customer Demonstration. Design observations noted during the Customer Demonstration shall be designated as Action Items and shall be closed prior to Formal Acceptance Testing of the simulation.

C. 3.3.2 Simulation Test Plan and Test Procedure Sheets

The Contractor shall produce and deliver a Simulation Test Plan with Test Procedure Sheets in accordance with CDRL A007. The Simulation Test Plan shall identify testing methodologies and resources required for verifying that the simulation meets or exceeds the requirements identified in the TDP and the Simulation Design Specification.

The Test Procedure Sheets shall identify the step-by-step instructions and detailed observations necessary to verify the performance and functionality of the simulation as specified in the TDP and the Simulation Design Specification.

C.3.3.3 Simulation Test Notification

The Contractor shall submit a written Test Notification to the customer at least ten (10) working days prior to the conduct of the test. Test Notification shall include copies of the Simulation Test Plan and Test Procedures Sheets.

C.3.3.4 Simulation Test

The Contractor shall conduct Formal Acceptance Testing of the simulation in accordance with the Simulation Test Plan and Test Procedures Sheets at the LM Canada facilities. All Action items written during the Customer Demonstration (C.3.3.1) shall be closed at this time.

C.3.3.5 Test Report

The Contractor shall, upon completion of the Formal Acceptance Testing and the site installation(s), prepare and deliver a Simulation Test Report in accordance with CDRL A008. This report shall provide a summary of results obtained from the execution of the Simulation Test Procedures.

C.3.3.6 Simulation Baseline

The Contractor shall baseline and place under configuration control the equipment simulation with Version Number and Date upon successful completion of the Formal Acceptance Test and Configuration Audit.

C. 3.3.7 Simulation Installation and On-Site Verification Test and Training

Upon successful completion of the test and audit, the Contractor shall deliver and install the VISTA Equipment Application in accordance with CDRL A009 and the In-Control Learning Management System, Application in accordance with CDRL A010 at the Customer designated site. The Contractor shall deliver a User's Manual for the In-Control Application in accordance with CDRL A011. An On-Site Verification Test, a subset of the Formal Acceptance Test as identified in the Simulation Test Plan, shall be performed. The Contractor shall deliver a VISTA Instructor's Manual designed to provide the VISTA Application end user with information on the functionality supported by the VISTA Application in accordance with CDRL A012. The VISTA Instructor's Manual provides information on launching the Integrated and Stand-Alone variants of the application, lists all the fault scenarios, and provides step-by-step instructions to execute thenon-faulted scenario and faulted scenarios.

The Customer Technical Authority will provide network system administrator and SME access to the Contractor, as required. The Contractor shall conduct on-the-job familiarization training for the designated Customer Instructors and System Administrators during this period. The training session shall be of sufficient detail to familiarize instructors with the GUI conventions and LMS functions of the simulation.

This training shall enable instructors to perform administrative functions using the Contractor's In-Control Learning Management System and run the simulations. The training shall also provide the system administrators or designate with the knowledge required to install and set to work the VISTA applications.

C.4 Data Deliverables

The Contractor shall produce data deliverables in accordance with the Project Management Plan and Master Schedule (CDRL A004).

The Contractor shall provide the following End-Item deliverables. The appropriate CDRLs are identified below:

- a. Technical Data Package (TDP) (CDRL A001)
- b. Requirements Specification (CDRL A002)
- c. Simulation Design Specification (CDRL A003)
- d. Project Management Plan and Master Schedule (CDRL A004)
- e. Simulation User Manual (CDRL A005)
- f. Simulation Introduction Lesson (CDRL A006)
- g. Simulation Test Plan and Test Procedures Sheets (CDRL A007)
- h. Simulation Test Report (CDRL A008)
- i. VISTA Equipment Application on CD-ROM (CDRL A009)
- j. In-Control Learning Management System (LMS) Application on CD-ROM (CDRL A010)
- k. In-Control Learning Management System User's Manual (CDRL A011)
- 1. VISTA Instructor's Manual (CDRL A012)
- m. Program Management Progress Reports (CDRL A013)

The Contractor shall maintain Configuration Management control of all end-items for six months after delivery of the end items. New CD-ROMs shall be issued for each application version release.

C.5 Contractor Review of GFI

Government Furnished Information (GFI) will be provided to the Contractor as part of the TDP (Paragraph C.3.1.3 of the SOW). The Contractor shall review all GFI provided and determine its adequacy to support the work statement. In the event that GFI clarification is needed, the Contractor shall request additional support documentation, materials, or products from the government.

C.6 Access to Equipment Simulation Related Sites

The Government will arrange access to the equipment simulation related sites for work requirements. Contractor access to sites shall be accomplished through written Official Visit Requests from the Contractor to the appropriate command security office. The Official Visit Requests shall be submitted at least 10 days prior to each visit and shall cite personnel, security clearances, dates required, and purpose of the visit.

C.7 Customer Requirements

The Customer will provide:

- a. Access as required by the Contractor to the Customer's equipment for the duration of the contract;
- b. Equipment Subject Matter Expert (SME) and Technical Advisor (TA) support for the duration of the contract;
- c. Simulation hardware delivery environment, as required,
- d. Protocols for the transfer of equipment technical data between the cognizant government activity(s) and the Contractor.
- e. The following data items:
 - 1) Current version of equipment Technical Manuals;
 - 2) List of equipment system/subsystem faults to be simulated

3) Help text, safety violation messages and checkpoint tags.

C.8 Data Clarification Requests

During simulation production, some data clarification may be required to refine the functionality and operational state behavior of a component. The Contractor shall submit Data Clarification Requests (DCRs) to the COTR via Electronic Mail, identifying the nature of the request and the required action. All data collected through the DCR process shall be added to the final TDP (Paragraph C.3.1.3 of the SOW).

C.9 Engineering Support

The contractor will provide engineering support, which shall include but not be limited to the following:

- a. Investigate new technologies
- b. Support US and FMS program objectives
- c. Support Instructional Technology/Distance Learning initiatives
- d. Support technology insertion and "immersed training"
- e. Provide technical support and user training
- f. Attend status and progress meetings pertaining to program/baseline program development

C.10. Reporting

C.10.1 Program Management Progress Reports

The Contractor shall submit a monthly Progress, Status, and Management report in accordance with CDRL A013 to include activities such as schedule, cost and technical performance management, quality, data and configuration management. The Program Management Progress Report shall contain, at a minimum, the following information:

- a. Cost & Schedule Performance;
- b. Status of Engineering Work;
- c. Status of Simulation Development:
- d. Status of Action Items:
- e. Technical Concerns:
- f. Status of Resources; and
- g. Achievements/Project Timelines.

C. 11 Meetings and In-Process Reviews

In-Process Reviews (IPRs) shall be held on a quarterly basis. The meetings and in-process reviews shall be conducted at a mutually agreeable location.

C.12 Technical Specialist Meetings

At any time during the contract, either party may request a Technical Specialist Meeting to resolve technical issues related to the simulation production.

C.13 Notification of Impact

The Contractor shall supply the Customer with an immediate notification of impact as soon as possible after the Contractor knows or has reason to know, of any major event that may:

a. Impact program planning or production schedules; and/or

b. Require assistance to resolve problems or potential problems due to communications or shortages of material that may potentially contribute to program delays and/or adversely affect progress of the simulation program development or production.

C. 14 Intellectual Property

All data developed for a simulation shall be considered foreground data (i.e., no proprietary data shall be used that would prevent the Customer from maintaining a simulation without Contractor support).

C. 15 Contract Change Proposal (CCP)

A CCP suggests a change in a configuration item or items delivered, to be delivered, or under development after the establishment of a configuration baseline. The CCP shall contain the documentation and supporting data describing the change. At any time during the contract either party may request a change.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

SECTION D Packaging and Marking

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HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1)	name and business address of the Contractor	
(2)	contract number	
(3)	contract dollar amount	
(4)	whether the contract was competitively or non-competitively av	varded
	ponsor:	
	(Name of Individual Sponsor)	
	(Name of Requiring Activity)	
		

(City and State)

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the COR.

CLAUSES INCORPORATED BY REFERENCE:

52.246-5 Inspection Of Services Cost-Reimbursement

APR 1984

SECTION F Deliveries or Performance

DURATION OF CONTRACT PERIOD

This contract shall become effective on the date of award and shall continue for a maximum of five years of 60 months.

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I 52.247-34 F.O.B. Destination

APR 1984 NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

DELIVERY INFORMATION

Delivery requirements will be specified at the individual Delivery Order level.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses and phone numbers for these individuals or offices are as follows:

Procuring Contracting Officer (PCO):

Name: [TO BE SPECIFIED IN CONTRACT AWARD]

Address: Code: XDS12 Dahlgren Division Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, Virginia 22448-5100

Phone: (540) 653-7942; Fax (540) 653-4089

Contract Specialist:

Name: [TO BE SPECIFIED IN CONTRACT AWARD]

Address: Code: XDS126 Dahlgren Division Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, Virginia 22448-5100

Phone: (540) 653-7942; Fax (540) 653-4089

Administrative Contracting Officer (ACO):

Name: [TO BE SPECIFIED IN CONTRACT AWARD]

Address: [

Phone: [

Paying Office:

Name: [TO BE SPECIFIED IN CONTRACT AWARD.] Address: [Phone:

Primary Contracting Officer's Representative (COR):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]

Address: Code ANED2

AEGIS Training and Readiness Center

5395 1st. Street

Dahlgren, VA 22448-5200

Phone: (540) 653-1483

Alternate Contracting Officer's Representative (ACOR):

[TO BE SPECIFIED IN CONTRACT AWARD.]

Address: Code ANED3

AEGIS Training and Readiness Center

5395 1st. Street

Dahlgren, VA 22448-5200

Phone: (540) 653-1483

- (a) Procuring Contracting Officer (PCO) should be contacted for general information and shall perform the following functions:
- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
- (4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.
- (b) Administrative Contracting Officer (ACO) should be contacted for inquiries/information pertaining to matters specified in FAR 42.302 and DFAR 42.302, except in those areas specifically designated below as the responsibility of the COTR.
- (c) Paying Office should be contacted for inquiries/information with regard to payment of those vouchers approved by the PCO.
- (d) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions. The Alternate Contracting Officer's Representative (ACOR) should be contacted in the absence of the COR .:
- (1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).
- (2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for each delivery order and any modifications.
- (3) Reports on the contractor's performance and lessons learned.

- (4) Certification of the Certificate of Performance/invoice.
- (5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

It is emphasized that only the Contracting Officer (either PCO or ACO) has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO or ACO has issued a contractual change.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [*] days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

- (b) The contractor will be given [*] working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.
- [*] -- to be specified at contract award

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

- (a) Ordering: All NSWCDD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.
 - (b) Ordering Procedures:
 - (1) Orders issued shall include, but not be limited to the following information (when applicable):
 - (i) Date of order.
 - (ii) Contract and order number.
 - (iii) Type of Order
 - (iv) Appropriation and accounting data.
 - (v) Description of the services to be performed.
 - (vi) Description of end item(s) to be delivered.
 - (vii)DD Form 254 (Contract Security Classification Specification)
 - (viii)DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
 - (ix) The individual responsible for inspection/acceptance.
 - (x) Period of performance/delivery date.
 - (xi) Estimated number of labor hours for each applicable labor category.
 - (xii) The estimated cost plus fixed fee or ceiling price for the order.
 - (xiii)List of Government furnished equipment, material, and information.

- (2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.
- (c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.
- (d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.
- (e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

- (a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion) or, Cost-Plus-Fixed-Fee (Term) will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contract and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."
- (b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.
- (c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

- (a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.
- (b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.
- (1) Proposed direct labor to include contract and contractor labor category, proposed direct hours, proposed hourly rate, and extended direct labor dollars for each individual. If new personnel are proposed to be

added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

- (2) Other direct costs For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.
- (3) Travel For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.
- (4) Indirects Provide rates and associated dollars for each proposed indirect pool (i.e, fringe, overhead, G&A, material handling, etc.,)
- (5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.
- (c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.
- (d) The contractor shall provide a copy of each order's proposal directly to the Contract Specialist, the Contracting Officer's Representative (COR), the Alternate Contracting Officer's Representative (ACOR), the Technical Assistant (TA), if specified in the RFQ, and the Canadian Commercial Corporation).

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

- (a) Travel Costs (Including Foreign Travel)
- (1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.
- (2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE

and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

- (a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.
- (b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.
- (c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.
- [*] -- to be specified at contract award]

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALTERNATE - (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the <u>Administrative Contracting Officer</u> at the following address:

DCMA Americas (Canada) 275 Bank St. Suite 200 Ottawa, Ontario, Canada K2P 2L6

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the <u>NSWCDD Contract Specialist and Contracting Officer's Representative</u>. Following verification, the <u>Administrative Contracting Officer</u> will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [1] calendar days between performance and submission of an interim payment invoice...
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)

(4) Payment terms
(5) Procuring activity
(6) Date supplies provided or services performed
(7) Costs incurred and allowable under the contract
(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
(e) A DD Form 250, "Material Inspection and Receiving Report",
is required with each invoice submittal.
is required only with the final invoice.
X is not required.
(f) A Certificate of Performance
X shall be provided with each invoice submittal under TERM (LOE) type orders.
X is not required under COMPLETION orders
(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

tendered under this contract.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

SECTION H Special Contract Requirements

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PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- (c) If the Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the service performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

KEY PERSONNEL MINIMUM QUALIFICATION REQUIREMENTS

<u>Program Manager</u> – Five (5) years experience as a program manager. Additionally, demonstrated qualities of leadership and management in DOD Contract Program Management.

<u>Assistant Program Manager</u> – Three (3) years experience in both management and programmatic control of DOD Contract Program Management.

Engineering Manager – Five (5) years experience in managing the technical aspects of the development, test and evaluation, lifetime support maintenance, and configuration management of an applications program. Must be able to apply current technology and plan for future technology advances to enhance the capabilities of the applications development program.

<u>Senior Applications Developer</u> – Five (5) years experience programming in a high-level computer language. Experience in simulations development and commercial-off-the-shelf (COTS) high-level computer language integration is required.

<u>Senior Applications Tester</u> – Three (3) years experience in applications testing consisting of developing Test Plans, Test Procedures, Test Cases and application of same and Test Analysis and recommendations for fix. Additionally, shall be highly experienced in computer program Independent Verification and Validation of all developed and tested simulations.

NON-KEY PERSONNEL MINIMUM REQUIREMENTS

Following are the minimum qualifications for Non-Key Personnel. The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category.

<u>Junior Applications Developer</u> – Six (6) months experience in simulations development and commercial-off-the-shelf (COTS) high-level computer language integration.

<u>Senior Graphics Artist</u> – Three years experience in developing graphic representations of various objects on computer based graphics design systems. Experience shall include modeling, simulations development, and 3D rendering.

<u>Junior Graphics Artist</u> –Six (6) months experience in developing graphic representations of various objects on computer based graphics design systems.

<u>Junior Applications Tester - Six</u> (6) months experience in applications testing consisting of developing Test Plans, Test Procedures and Test Cases.

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

CHANGES IN KEY PERSONNEL

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) the hourly rates of the incumbent and the proposed substitute; and (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a of a requirement to add personnel to the designated labor category occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. A copy of the request shall be submitted to the COR simultaneously. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

ELECTRONIC SUBMITTAL AND APPROVAL OF RESUMES - POST AWARD

Requests for post award approval of additional and/or replacement key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Contracting Officer's Representative (COR). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
 - (f) LEVEL OF SECURITY CLEARANCE
 - (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
 - (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All qualifying experience shall be presented in a level of detail that will permit a clear connection between the experience and both the stated qualifications for the labor category, and its relevance to the work statement. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total

Contract Funds This Previous Funds Balance CPFF Action Funding Available Unfunded

[]

Ddl-H43 REQUIRED INSURANCE

- (a) The following types of insurance are required in accordance with the clause entitled "INSURANCE LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:
- (1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

^{*} if LOE enter the number of hours; if completion or supply enter items and quantities.

^{*}To be included in Delivery Orders issued under the contract.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in each term type task order issued in accordance with the work described in Sections B and C of the contract. The total level of effort for the performance of each term task order shall be total man-hours of direct technical labor (key personnel), including subcontractor direct technical labor (key personnel) for those subcontractors specifically approved and identified at the basic contract and term type task order. Support/Administrative hours shall not be included in the Level of Effort.

NOTE: TO BE SPECIFIED IN ALL TERM TYPE (LOE) TASK ORDERS ISSUED UNDER THE CONTRACT

(b) Of the total man-hours of direct labor set forth above, it is estimated that	(Offeror to fill-	in)
man-hours are uncompensated effort.	_ (,

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately _ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE) Required LOE

- or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.
- (h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- (j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

\$

\$

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995
	Contractors Debarred, Suspended, or Proposed for Debarment	
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing DataModifications	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.222-3	Convict Labor	AUG 1996
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-9	TaxesCost-Reimbursement Contracts With Foreign Governments	MAR 1990
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
	Registration	
52,233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	ChangesCost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or	JAN 1986
	Labor-Hour Contracts) (Deviation)	
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
	Contract-Related Felonies	
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995
	Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998
	Terrorist Country	
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The	MAR 1998
	Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products and	AUG 2000
	Components)	
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic	SEP 2001
	Enterprises-DoD Contracts	
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial	JUN 1995
	Computer Software Documentation	
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7020	Rights In DataSpecial Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	JUN 1995
252 227 7020	Information Marked with Restrictive Legends	3647 2000
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components	MAR 2000
252 245 7001	(DoD Contracts)	3.6.37.100.4
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information prescribed by the NSWCDD Contracting Officer as "Cost Proposal Preparation Requirements" so that an adequate evaluation of the proposed price and a determination that the proposed price is

fair and reasonable may be made.

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for a period of five years from the date of contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days following the contract completion date.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ http://farsite.hill.af.mil/ http://www.acq.osd.mil/dp/dars

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (JUNE 1997)

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Value Engineering Guide, 3 Pages

Attachment J.2 - Contract Data Requirements List, DD1423, 13 Pages

Attachment J.3 - Contract Security Classification Specification, DD254, 4 Pages

ATTACHMENT J.1 - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

- a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.
 - b. Contractors participate in the Navy VE program by two (2) means:
- (1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.
- (2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a

separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

- c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:
- (1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.
 - (2) Agencies shall provide contractors objective and expeditious processing of VECP's.
- (3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.
- (4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).
- d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.
- e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are:

- (1) VE Project Selection The choice of system, service, hardware, component, requirement, etc., for VE application.
- (2) Determination of Function Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).
- (3) Information Gathering Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"
- (4) Development of Alternatives Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?".
- (5) Analysis of Alternatives Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?".

- (6) Feasibility Testing and Function Verification Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?".
- (7) Preparation and Submission of Proposals The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS (figures in percent)

Sharing Agreement

Incentive Program Requirement (Voluntary) (Mandatory) Concurrent Contract Instant Instant Concurrent and future and future Type contract contract rate rate rate rate Fixed-price (other than incentive) 50/50 50/50 75/25 75/25 Incentive (fixed-price or cost) 50/50 75/25 Cost-reimbursement (other than incentive) 75/25 75/25 85/15 85/15

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

^{*}Same sharing arrangements as the contract's profit or fee adjustment formula.

^{**}Includes cost-plus-award-fee contracts.

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to

verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND

OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the

address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code) Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and
(2) A description of the significant interest held by each government.
(End of provision)
252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) Representation. The Offeror represents that it:
(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
(End of provision)
Ddl-K20 AUTHORIZED NEGOTIATORS
The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:
In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:
Facsimile:
Email:

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-20 Requirements for Cost or Pricing Data or Information Other Than OCT 1997
Cost or Pricing Data

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite-Delivery Indefinite-Quantity contract (Term and Completion Orders) with a Cost Plus Fixed Fee pricing arrangement resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, Naval Surface Warfare Center Dahlgren Division, 17320 Dahlgren Road, Dahlgren, VA 22448-5100 by obtaining written and dated acknowledgment of receipt from Code XDS12, Contracting Officer, Building 183, Naval Surface Warfare Center Dahlgren Division, Dahlgren, VA 22448-5100
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ http://farsite.hill.af.mil/ http://www.acq.osd.mil/dp/dars

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PROPOSAL PREPARATION REQUIREMENTS

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified. Proposals shall be submitted as three separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical/Management Proposal	1	3
Volume III, Cost Proposal	1	3

The original shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

- (a) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices and hours required in Section B, complete the fill-ins in Section G, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.
- (b) Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical/management or cost proposals.

TECHNICAL/MANAGEMENT PROPOSAL GENERAL GUIDELINES

- (a) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed three (3) pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.
- (b) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the proposed techniques, disciplines, and procedures to be followed.
- (c) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.
- (d) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.
- (e) The Government may not take into consideration technical information previously submitted; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

COST PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

TECHNICAL/MANAGEMENT PROPOSAL SPECIFIC REQUIREMENTS

The technical/management proposal shall be page numbered and contain the following information:

(a) Technical Understanding – The offeror shall demonstrate his technical understanding of the requirements of this acquisition by providing a detailed discussion of how the work described in Section C will be accomplished.

Lockheed Martin Canada shall provide a comprehensive discussion of their Intellectual Property Rights with regard to Vista Applications and their approach to Intellectual Property ownership and licensing; Data Rights; Modification Rights; Distribution Rights, etc. under this contract, considering work in both the US and FMS arenas.

- (b) Project Management Provide a comprehensive management plan that addresses all elements involved in managing a contract of this nature. Include the following:
- current management, QA, and staffing policies
- an organization chart which shows the planned location of this work effort within the offeror's organization and the relationship to and location of the organizational unit responsible for contract/delivery order negotiation and administration
- lines of responsibility and span of control
- description of the Program Manager's and Assistant Program Manager's authority
- contract administration/negotiation office and functions
- internal control/quality assurance process a detailed description of the internal control processes to ensure the quality and timeliness of all services performed as well as CDRL items delivered.
- management of subcontractors and their performance
- methods if maintaining close liaison with the COR
- methods of both overall supervision and immediate supervision at the delivery order level.
- ability to provide the support personnel required
- ability to track and control costs
- understanding of the progress reporting, invoicing, and delivery order proposal requirements of the solicitation. Specifically address the requirements to invoice at the subline item and ACRN level where multiple accounting classification citations have been provided.
- (c) Corporate Experience & Facilities

A brief description shall be provided of recent corporate experience in the type of work specified in this solicitation. Describe the facilities that will be used to accomplish the work, including work processing equipment, reproduction capability, and storage areas for classified documents.

(d) Subcontractors and Intercompany Transfers

Briefly describe what any subcontractors (including any intercompany transfers) will do, how they were selected, and how they will be managed. Describe how subcontractors and/or intercompany transfers will be identified and charged during contract performance. Describe and explain any circumstances where temporary labor would be purchased from other contractors and charged without declaring a subcontractor relationship.

(e) Resumes and Matrix

The key personnel categories and key personnel qualifications are listed in Section H. Resumes shall be submitted for the Program Manager and Assistant Program Manager. In addition, Lockheed Martin Canada shall submit the resumes of personnel that will be made available to support initial tasking under the contract in the remaining key personnel categories of Engineering Manager, Senior Applications Developer, and Senior Applications tester. The format and content requirements for the resumes are listed in Section H. In addition, for proposal purposes, include the following on the resumes:

A signed CERTIFICATION of correctness of information	by both the person named and the offeror/Contractor shall
be included. If the individual is not a current employee, the	he certification shall also include the following statement:
"I consent to the disclosure of my resume for	N00178-03-R-2030 by
(Company's Name).	

A qualifications matrix shall be provided. The matrix shall summarize the appropriate experience of the proposed key personnel as it relates to the required qualifications. As a minimum, include the individual's name, solicitation and offeror's labor categories, relevant experience, applicable number of years/months experience, current employer, security clearance level, and sections of SOW proposed to support. Entries shall be ordered by Government labor category. This matrix shall also contain a page number reference for the location of the resume.

(f) Corporate Organization

A description of the management and administrative organization of the company. Include a description of how this contract fits within the corporate structure.

LABOR CATEGORY WORKYEARS

(a) It is estimated that the following effort will be required by the contractor for performance of the work specified herein:

	LABOR CATEGORY WORKYEA							
LABOR CATEGORIES	YR 1	YR 2	YR 3	YR 4	YR 5			
Program Manager	0.7	0.7	0.7	0.7	0.7			
Assistant Program Manager	1.0	1.0	1.0	1.0	1.0			
Engineering Manager	6.0	6.0	6.0	6.0	6.0			
Senior Applications Developer	7.0	7.0	7.0	7.0	7.0			
Junior Applications Developer	7.0	7.0	7.0	7.0	7.0			
Senior Graphics Artist	7.0	7.0	7.0	7.0	7.0			
Junior Graphics Artist	7.0	7.0	7.0	7.0	7.0			
Senior Applications Tester	7.0	7.0	7.0	7.0	7.0			
Junior Applications Tester	6.0	6.0	6.0	6.0	6.0			
Admin Support*	3.0	3.0	3.0	3.0	3.0			
Total	51.7	51.7	51.7	51.7	51.7			
Grand Total					258.5			

- (b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed to level of effort will be specified at the task order level, in accordance with the Section H, "Level of Effort" clause.
- (c) The Government's estimate of effort is based on workyears rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per workyear is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that shall be included in the cost proposal.

- (a) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fee, then that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.
- (b) It is understood that the Canadian Commercial Corporation will be the prime contractor, and that Lockheed Martin Canada will be the subcontractor. The cost proposal submitted by Lockheed Martin Canada, as endorsed by the Canadian Commercial Corporation on behalf of the Government of Canada, shall include supporting schedules and cost or pricing data in sufficient detail, including basis for rates, to substantiate the price proposed.
- (c) The cost proposal shall be prepared indicating cost elements and subtotals for each contract year and a total for the entire contract. Note that the contract will not contain options and pricing by Government fiscal year is neither required nor desired. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.
- (d) Provide the name, address, telephone, and fax numbers, of the cognizant DCAA/Administrative Contracting Officer/Contract Administration Office/Government of Canada/Canadian Commercial Corporation offices that apply. Provide the date of your current Disclosure Statement and the date it was approved. If there is an approved purchasing system, provide the date of the last review, date of approval if different, and the Government Point of Contact who did the review.
- (e) The key personnel work years are furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely evaluation of proposals by the Government. The total level of effort for the performance of each term-type task order shall be total man-hours of direct technical labor, in accordance with the Section H clause "Level of Effort.' Any exceptions to the key personnel level of effort listed in Section L must be clearly explained and justified. Management, clerical, and other support labor is considered to be overhead in nature; however, the offeror is permitted to propose such labor hours as a direct charge if it is in accordance with its standard and approved practice to do so. Such hours shall be added to the total number of technical hours proposed. The offeror shall clearly state what additional functions are to be direct charged, including technical writing, work processing, reproduction, illustration, library, contract administration, security, etc. The additional hours/amounts proposed for each of these functions shall be fully explained (description of duties) and justified (basis for the hours proposed).
- (f) Direct Labor. Detail direct labor as follows:
- (1) The cost proposal shall reflect actual rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for personnel for which the offeror provided resumes **IF** such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification/labor category. NOTE: Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. Offers which propose direct labor costs that do not accurately reflect the key personnel requirements for each Government specified labor category might be considered unacceptable. If the proposed level of technical expertise is not reflected in the proposed labor rates, the Government will assume that the contractor is not prepared or does not intend to provide the personnel whose resumes were submitted and will be excluded from further consideration. The labor categories/hours contained in Section H of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser-qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.
- (2) A chart that lists the following information:

- (a) Solicitation Labor Category
- (b) Contractor Labor Category and Composite Category Rate
- (c) Individual's Name
- (d) Current Annual Salary
- (e) Effective Date of Salary
- (f) Current Hourly Rate Based on 2080 Hours per Year (Actual Rate Excluding Uncompensated Overtime)
- (g) Actual Rate Including Uncompensated Overtime, if applicable
- (h) Overtime Rate if applicable
- (i) Shift Differential Rate if applicable
- (i) Percent of Time Individual Will Be Utilized on Contract.
- (3) Show the escalation rate utilized. Explain the basis for the rates used. Provide the historical actuals for the escalation rate over the past three (3) years. Escalation is defined as the overall increase in direct labor rates due to cost-of-living increases, promotions, and any other factors that result in an increase in an employee's hourly rate of pay. Include charts/worksheets which show the following, grouped by each contract labor category and support:
 - (a) Contract Labor Category
 - (b) Individual's Name
 - (c) Current Hourly Rate and date of the rate
 - (d) Escalation Rate used per year
 - (e) Resultant Hourly Rate per year
 - (f) Historical labor rates for key people for the past 4 years also showing effective date of raises.
- (4) Composite rates may be proposed for the support categories. The basis for the categories used and a chart detailing the following information is required:
 - (a) Contractor labor category
 - (b) Average Category Rate and effective date the rate was developed (If 1 December 2000 Payroll was used to develop the rate, so state).
 - (c) Escalation Rate Used
 - (d) Resultant Hourly Rate per year
- (5) Include the following work year information:
 - (a) List of offeror's paid holidays
 - (b) State the average number of paid vacation days per employee per year
 - (c) State the average number of sick days per employee per year
 - (d) Describe any other factors used to determine direct and indirect labor hours
 - (e) Complete the following description of an average work year for exempt and non-exempt employees and include it in your cost proposal:

Exempt

Non-Exempt

2,080

2,080 One Year Base Subtract Paid Vacation Subtract Average Sick Leave Subtract Paid Holidays

Subtract Other Paid Leave (e.g. jury duty, military leave, etc.)

Subtotal-Net Compensated Hours Add Uncompensated overtime if any Total Hours in One Work year

(6) Uncompensated Overtime – If decremented direct labor rates are proposed, the Cost Proposal shall identify the fill-ins for the Section H clause entitled "UNCOMPENSATED OVERTIME" as well as show the specific

calculations upon which these data are based. Also, a detailed description, including examples as appropriate, of the manner in which the offer plans to track and report compliance with the above referenced clause shall be provided. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show how the number of UT Hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates.

- (7) If overtime will be required during performance of this contract, so state. A table shall be provided which lists the number of regular, overtime, and total hours to be provided for each individual proposed. The company's overtime policy along with rate information shall be provided.
- (f) Subcontracting Costs. The proposal shall include subcontract (includes intercompany transfers) cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal.
- (g) Consultants. If applicable, provide a detailed listing of any consultants that will be used, the rationale for selection, and associated costs that are proposed for reimbursement. Include those items of costs associated with consultants; i.e., time.
- (h) Travel/Other Direct Costs. Travel The offeror shall use the following unburdened amounts for travel to develop costs across the five-year period.:

	YR 1 Y	′R 2	YR 3	YR 4	YR 5	TOTAL
TRAVEL	\$220,000	225,000	230,000	240,000	250,000	1,165,000

Travel - Travel dollars are exclusively for technical travel requirements. Travel dollars are assumed to reflect Montreal, Canada as the point of origin. Representative destinations include, but are not limited to Dahlgren, Virginia and Patuxent River, MD. are anticipated. All other travel is assumed to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided

Other Direct Costs - Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item: (a) description, justification, and detailed basis for estimate; (b) For any material costs proposed on a per unit basis (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the per unit charge. If the rate has been accepted by DCAA/Administrative Contracting Officer/Government of Canada, so state; however, additional supporting data may be required; (c) If direct charge is proposed for any leased item, the following shall be provided: identification of item, justification of need, and lease/purchase analysis; (d) If direct charge is proposed for depreciation of any capital asset, the following shall be provided: identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule. Corresponding dollar amounts for each additional type of ODC shall be included in the pricing tables if the expense category is to be allowed as a direct charge following contract award:

If it is anticipated that subcontractors will need to incur items of ODC, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs, or none shall be allowed during contract performance. Above travel includes total travel for the contract, including subcontractors; therefore, the offeror shall provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(i) Indirect Rates. List the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates and indicate if DCAA/Administrative Contracting Officer/Canadian Commercial Corporation/Government of Canada has recommended the proposed rates. If rates are negotiated forward pricing rates, a copy of the current forward pricing

rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA/Administrative Contracting Officer/Canadian Commercial Corporation/Government of Canada recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years. Provide a detailed explanation for rate fluctuations from one year to the next of 10% of greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(j) Facilities Capital Cost of Money. The offeror shall provide a completed DD Form 1861, if this element is to be proposed. This data shall be specifically identified in the cost proposal. COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 1 June 2003. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by.

GOVERNMENT FURNISHED MATERIAL, LABOR, OR FACILITIES

No material, labor or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

SECTION M Evaluation Factors for Award

BASIS OF AWARD (NAVSEA) (SEP 1990)

In accordance with FAR 6.302-1(a)(2), the Government intends to award this contract to Lockheed Martin Canada, through the Canadian Commercial Corporation, provided that Lockheed Martin Canada can establish that it is able to meet the requirements of Section C of this RFP and comply with the terms and conditions set forth herein, at a fair and reasonable price to the Government.

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR, LOCKHEED MARTIN CANADA. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

(1 Data Item)

1007-183

Form Approved OMB No. 0704-0188

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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Form Approved OMB No. 0704-0188

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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17. PRICE GROUP

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17. PRICE GROUP 18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

1007-183

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information function, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for

A. CONTRACT LINE ITEM NO.	B. EXHI	ЭІТ	C. CATEGORY:					
			TDP	TDP TM OTHER				
D. SYSTEM / ITEM		E. CONTRACT			RACTOR			
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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

a.	FACILITY CLEARANCE REQUIRED	
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b.	LEVEL OF SAFEGUARDING REQUIRED	

to an security aspi	ects of this effort.)						SECRE	₹T		
2 THUS SPECIFICATION IS FOR: (X and complete as applicable	3. THI	IS SPECI	FICATION IS: (X and c							
n. PRIME CONTRACT NUMBER NOO178-03-	D-2030			×		NAL (Complete date in ell cas		Date //Y/	MMDO)	
b. SUBCONTRACT NUMBER						ED (Supersades vious specs)	Revision No.	Date (YY)	umdo)	
c. SOLICITATION OR OTHER NUMBER	Oue Date /YYA	(MOD)			c. FINAL	(Complete Item 5 in all cases,	<u> </u>	Date /YYA	MMDOI	····
4. IS THIS A FOLLOW-ON CONTRACT?	X YES	l lu	O. If Yes, com	plote the fo	Mouring:					
Classified material received or generated under		78-98-C			-	<i>Contract Number)</i> is transfe	ered to this follow-on contract.			
5. IS THIS A FINAL DD FORM 2547	YES	X	O. II Yes, com	ploto the fa						
in response to the contractor's request dated	'```				•					
in response to the contractly a request dated		, 1640111	ON OT CHE CHES	AFACO FINALESI	NAM 12 HOLINDAY	zed for the period of				
6. CONTRACTOR (Include Commercial and Government Entity (CASE) ('adel									
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7.0000000000000000000000000000000000000			<u> </u>							
7. SUBCONTRACTOR a. Name, Address, and Zip Code			b. CASE C	ODE	c. C	OGNIZANT SECURITY OFFIC	CE (Nume, Address, and Zip Code)			
JAL PERFORMANCE			b. CAGE C				E (Name, Address, and Zip Code)			
9. GENERAL IDENTIFICATION OF THIS PROCUREMEN	T								····	
10. CONTRACTOR WILL REQUIRE ACCESS TO:	Y	ES NO					CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE Facil	ACCESS T ITY OR A G	O CLASSIFIE GOVERNMEN	ED INFORMATION ONLY AT	ANOTHER CONTRACTOR'S			X
b. RESTRICTED DATA		X				AERTS ONLY				X
E. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEI	WE AND GE	ENERATE CL	ASSIFIED MATERIAL				X
d. FORMERLY RESTRICTED DATA		×	d. FABR	ICATE, MOI	DIFY, OR ST	ORE CLASSIFIED HARDWAR	RE			X
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unless it has been approved for public release by appropriate U.S. Government authority. I		iminativit cacept as provided by the secretial outsisty messiver approval prior to release	ISN UT
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to the Directorate for Freedom of Information and Security Review, Office of the Assist "In the case of non-DoD User Agencies, requests for disclosure shell be submitted to the	ant Secretary of Defense (Public Affairs)* fo at agency.	r review.	
13. SECURITY GUIDANCE. The security classifiection guidance needed for this classified to any information or material furnished or generated under this contract; and to a decision, the information involved shall be handled and protected at the highest level of classified information involved shall be handled and protected at the highest level of classified and protected at the highest level of classified information in the needed access to the ATRO/OS and ultimately, demonstrating simulations of authorized by the COR, and (2) they will have	ed and encouraged to provide recommended could mit to a submit any questions for interpretation of this stification assigned or recommended. [Fift in stification assigned or recommended. [Fift in stification assigned or provide complete stification assigned and Technical Strace) Center for Surface Could for performance of the provided of the provided and the pr	hanges: to challenge the guidance or the classification is quidance to the official identified below. Pending final is appropriate for the classified effort. Attach, or forward nuidance. Support Services in the development of the Combat Systems (CSCS). ance of the contract. Secret classons which drive this requirement within the confines of Ruspert within the confines of Ruspert within the confines of Ruspert Services.	Actual knowledge of generation or learances are required for all ement: (1) They will be developing ulding 1520 and other facilities
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to			
pertinent contractual clauses in the contract document itself, or provide an appropriate state the requirements to the cognizant security office. Use Item 13 if additional space is needed,	ment which identifies the additional requirem		X Yes No
SEE CONTINUATION SHEET.			
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of or elements curved out and the activity responsible for inspections. Use item 13 if additional additional curves of the activity responsible for inspections.		in and identify specific areas	Yes X No
16. CERTIFICATION AND SIGNATURE. Security requirements sta to be released or generated under this classified effort. All qu			formation
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE		c. TELEPHONE (Include Area Code)
PAMELA M. PEARSON	SECURITY MAN	IAGER, CODE ANXOC	(540) 653-4737
AEGIS TRAINING AND READINESS CE 395 FIRST STREET AHLGREN, VA 22448-5200 a. Signature	NTER	17. REQUIRED DISTRIBUTION a. CONTRACTOR b. SUBCONTRACTOR c. COGNIZANT SECURITY OFFICE FOR P d. U.S. ACTIVITY RESPONSIBLE FOR DY e. ADMINISTRATIVE CONTRACTING OF	ERSEAS SECURITY ADMINISTRATION
SOURCE SELECTION INFORMATION – S	EE FAR 3.104	I. OTHERS AS NECESSARY	

CONTINUATION SHEET - DD FORM 254 N00178-03-D-2030

BLOCK 14:

All technical data provided to the contractor by the government shall be protected from public disclosure in accordance with the markings contained thereon as specified in Chapter 5, Section 7, NISPOM. All other information relating to the items to be delivered, or services to be performed under this contract may not be disclosed, by any means, without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers, advertising, or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude unauthorized access by any person or entity.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Procurement Contracting Officer (PCO).

Foreign national employees possessing reciprocal clearances are not authorized access to classified information resulting from, or used in the performance of this contract unless authorized in writing by the Procurement Contracting Officer (PCO). The contractor shall comply with all provisions of Chapter 10, Section 2, NISPOM.

All classified visit requests for other activities based on this contract will be forwarded via the AEGIS Training and Readiness Center, 5395 First Street, Dahlgren, VA 22448-5200 (Code ANED2) for COR certification "Need-to-Know". All subcontractor classified visit requests for other activities based on this contract shall be forwarded to the prime contractor for certification of "Need to Know".

Visit clearances for all contractor personnel visiting ATRC/CSCS/NSWCDD will be forwarded to the Commanding Officer, AEGIS Training and Readiness Center, 5395 First Street, Dahlgren, VA 22448-5200, ATTN: Code ANXOC, no less than five working days prior to the intended visit for approval of COR and ATRC/CSCS Security signature. Visit clearances for all contractor personnel visiting ATRC/CSCS shall be coded "ATTN: ANED2 and ANXOC".

This DD254 applies to all locations of operations under this contract and under the cognizance of the ATRC/CSCS.

BLOCK 17F:

Distribution is required to ATRC Codes ANED2 and ANXOC.